

**FIRE PROTECTION SERVICES AGREEMENT
BETWEEN
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
AND
BEAR CREEK and RESORT TOWNSHIPS**

Parties

1. The Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") is a Federally recognized Indian tribe.
2. Bear Creek Township and Resort Township ("Townships") are Michigan statutory townships that jointly operate a Fire Department to provide fire prevention and protection services within the Townships.

LTBB Properties within the Townships

3. LTBB is the beneficial owner of the following parcels of land within Bear Creek Township held in trust by the United States for the Tribe that are currently used in connection with the Tribe's casino gaming business: Victories parcel, Odawa Hotel
4. LTBB is the beneficial owner of the following parcels of land within Bear Creek Township held in trust by the United States for the Tribe that are used for non-gaming purposes: 1345 US 31 N, 2169 US 31 N (Biindigen gas station/store), 1345 US 31 N, Lears Road Extension Parcel (LTBB Health Park)
5. LTBB is the fee owner of the following non-gaming parcels within Bear Creek Township. LTBB has paid all property taxes due to date on its fee parcels and will continue to do so for all tax years that are assessed prior to such parcels being accepted into trust by the United States: corridor parcels between Victories and Odawa Casino Resort as described in Exhibit A
6. LTBB is the beneficial owner of the following parcels of land within Resort Township held in trust by the United States for the Tribe that are used for the Tribe's casino gaming business: Odawa Casino Resort Parcels

Legal Descriptions of the parcels listed in paragraphs 3- 6 are attached as Exhibit A. If any additional real estate in the Townships is acquired by LTBB in trust, such additional real estate shall also be covered by and subject to the provisions of this Agreement so long as the use of such real estate remains the same as it was prior to the date of this Agreement. LTBB will keep

the Townships informed in writing of any future land purchases within the Townships and any change in the status, ownership, or use of LTBB properties within the Townships. If the use of any of the subject or any future LTBB parcels within the Townships changes, or if any of the subject or future LTBB parcels are no longer owned in fee or in trust by or for the benefit of the Tribe, such parcels shall not be covered by this Agreement unless further agreed upon by the parties in writing.

7. **Purpose.** The parties enter into this Agreement to provide for provision by the Townships of fire protection services for the real estate described on the attached Exhibit A, together with the structures and persons within these properties while owned by or held in trust for LTBB within the Townships for the described uses. Fire protection services do not include medical first responder services, which LTBB already provides to persons within its properties.

8. **Class III Gaming Compact between LTBB and the State of Michigan.** The parties acknowledge that LTBB and the State of Michigan signed a class III gaming compact pursuant to the Indian Gaming Regulatory Act, 25 USC §§2701 *et seq.*, on December 2, 1998, which was amended in 2003, and that Section 18 of the Compact, as amended, provides a mechanism for two percent (2%) of the net win derived from all Class III electronic games of chance at each of the Tribe's casinos to be disbursed for local government purposes, including a portion for public safety purposes. However, the amounts available for such disbursements and the process for making and for determining the amounts and recipients of such disbursements are not directly controlled by either the Tribe or the Townships. Furthermore, there is no agreement between LTBB and the Townships as to whether any type or level of services are required to be provided by the Townships to the Tribe pursuant to the Compact or in exchange for the 2% monies or any portion thereof. Notwithstanding this lack of agreement on any effects or requirements of the Compact or the 2% monies concerning fire protection services, the parties acknowledge that the Townships have received or have the potential to receive direct or indirect financial benefits from the 2% monies. The parties also acknowledge that fire protection services are an important part of the health, safety, and welfare of a community so should receive funding under the criteria set out in Section 18. Therefore, without waiving any claims or defenses that either party may have or be able to assert concerning the effects of the Gaming Compact on local fire protection services, the parties to this Agreement hereby agree as follows:

Agreement

9. **Current Casino Gaming Related Parcels.** For the casino gaming related parcels, which include the Victories parcel and the Odawa Hotel parcel, the parties agree that fire protection services shall be available at no charge to LTBB, except for extraordinary costs and services as specified in paragraph 16.

10. Proposed Future Casino Gaming Related Parcel. For the Odawa Casino Resort parcels fire protection services shall be available at no charge to LTBB, except for extraordinary costs and services as specified in paragraph 16. However, if the Townships lack adequate equipment or facilities to provide adequate fire protection services at the new gaming/hotel/convention facility being developed by LTBB, such as a truck with sufficient ladder length, or a facility to house such an apparatus, and if the cost of acquisition, procurement, or construction of the needed equipment or facility exceeds the prior year's minimum one-eighth (1/8) share of the 2% monies that are supposed to be allocated for public safety purposes, then the parties shall negotiate a supplemental payment or contribution from LTBB to enable for the Townships' purchase, acquisition, or construction of such equipment or facility.

The parties recognize that, if no additional equipment or facilities has been procured pursuant to the paragraph above, the Townships will only be able to provide fire protection services with the equipment on hand at the time of the fire. This Agreement shall not be interpreted as a binding commitment by the Townships to purchase any additional equipment or facilities beyond what exists as of the date of this Agreement.

11. Non-gaming trust parcels. For the parcels of land that are held in trust for LTBB by the United States and covered by this Agreement, LTBB shall pay Townships a charge of \$1,250 for each Fire Department response or "run" to such parcels during any particular year of this Agreement, with a minimum readiness charge of five (5) runs (\$6250) per year. The number of runs contained within the minimum readiness charge shall not carry over or accrue from year-to-year. The readiness charge for the first year shall be paid at the time of the execution of this Agreement. Thereafter, LTBB shall pay upon receipt an invoice for the readiness charge for the upcoming year, as well as the per run charges for any fire runs in excess of five (5) for the prior year.

12. Fee parcels. For parcels that LTBB owns in fee or leases that are subject to property tax, LTBB shall not make additional payments for fire protection services, unless the Townships charge other land owners for fire runs, in which case LTBB shall make the same payments as other land owners within the Townships.

13. Equal response. Pursuant to this Agreement, the Townships shall provide fire protection services on the covered properties with the Townships to the full extent, with the same emergency call response, as such services are provided through-out the Townships.

14. Emergency Authority. When fighting a fire on the subject LTBB properties, the Townships' Fire Department shall have the same authority to issue orders necessary to protect life and property as when fighting fires elsewhere in the Townships. Provided, this section shall not be construed as a limitation of the jurisdiction of the Tribe and if law enforcement assistance is needed, the Fire Department shall contact the Tribal Law Enforcement Department.

15. Fire Code and Inspections. By Tribal Statute LTBB has adopted the International Fire

Code as the Fire Prevention Code of the Little Traverse Bay Bands of Odawa Indians. For Trust properties, the Townships' Fire Department may provide courtesy inspections at LTBB's request and annual inspections at times that are convenient to LTBB of the structures on LTBB's properties and advise LTBB of any violations of the International Fire Code and any other suggestions the Township Fire Department may have to improve fire safety of the structures. The Townships' Fire Department will also be consulted as part of the planning process for any new structures, parking lots and other development of LTBB properties to make sure such development is compatible with fire safety. For fee parcels covered by this Agreement, all of the Fire Department's normal inspection processes, procedures, and authority shall apply.

16. Additional Costs for Extraordinary Responses. In addition to any other costs or arrangements for fire protection provided by this Agreement, LTBB shall promptly pay or reimburse any costs or obligations incurred by the Townships for mutual aid or for other external assistance from any source responding to an incident or emergency at or upon any of the properties covered by this Agreement under extraordinary circumstances that are beyond the scope of any mutual aid agreements in place between the Townships and other governments or agencies.

17. Indemnification. LTBB shall indemnify and hold the Townships and their Fire Department and personnel harmless from any and all liability, costs, damages, attorneys' fees, and expenses from any claims or causes of action of whatever nature relating to or arising out of the Fire Department's response to any fire or emergency at any of the properties covered by this Agreement unless proximately caused by the willful or wanton acts of employees or agents of the Townships or Fire Department.

18. Termination. Either Party may terminate this Agreement immediately for cause, or upon written advance notice of one year in any other instance. Otherwise, this Agreement shall terminate five years after its effective date unless otherwise extended in writing by further agreement of the Parties. The termination of this Agreement shall not eliminate LTBB's obligation for payment of any runs incurred prior to termination or of any other financial obligation incurred prior to termination.

19. Effective Date. The effective date of this Agreement is January 1, 2011.

20. Enforcement. Disputes between the LTBB and the Townships with respect to this Agreement shall be resolved by the following dispute resolution process.

(a) The parties shall first meet and confer in a good faith attempt to resolve the dispute through negotiations not later than ten (10) calendar days after receipt of written notice of the dispute, unless both parties agree in writing to an extension of time. A mediator may be mutually selected by the parties to assist in this initial dispute resolution process.

(b) If the dispute is not resolved to the satisfaction of the parties within thirty (30) calendar days after the first meeting indicated above, then any claim, controversy or dispute arising out of or relating to this Agreement shall be submitted to binding arbitration. Judgment on any arbitration award may be entered in the United States District Court for the Western District of Michigan. The parties agree that the underlying federal court jurisdiction arises under the Indian Gaming Regulatory Act and LTBB's class III gaming compact referenced in paragraph 8. If it is determined that there is no Federal Court Jurisdiction for this Agreement, judgment on any arbitration award may be entered in any other court having jurisdiction over the parties.

(c) Unless the parties hereto otherwise agree in writing prior of the submission of such claim, controversy or dispute to arbitration, arbitration proceedings shall be held in Emmet County, Michigan.

(d) Either party may, at any time prior to the selection of an arbitrator or arbitrators, require that the arbitrator or arbitrators selected be an attorney or attorneys licensed to practice law in the State of Michigan and that the attorneys have experience in Michigan municipal and/or fire protection issues.

(e) Unless the parties hereto otherwise agree in writing, any matter to be arbitrated shall be submitted to a panel of three arbitrators. One arbitrator shall be selected by the LTBB, one arbitrator shall be selected by the Townships and the third arbitrator shall be selected by mutual agreement of the two arbitrators selected by the parties hereto.

(f) The arbitration award shall be in writing signed by each of the arbitrators, and shall state the basis for the award. The arbitration award shall be set forth in reasonable detail as to its findings of fact and law, and basis of determination of award form and amount.

(g) Arbitration awards made pursuant to this Agreement shall be enforceable under Title 9 of the United States Code and any applicable tribal, federal or state law governing the enforcement of arbitration awards.

(h) An arbitration award made pursuant to this Agreement may be vacated, modified or corrected for the reasons stated in Title 9 of the United States Code, Sections 10-11, or other applicable law governing the enforcement of arbitration awards.


21. Limited Waiver of Sovereign Immunity. LTBB expressly waives its Sovereign Immunity for purposes of the enforcement of this Agreement by the Townships, including but not limited to the enforcement of the provisions of Sections 8, 11, 16, 17, and 20. LTBB further represents that this limited waiver of its Sovereign Immunity has been duly authorized in accordance with its tribal constitution, and all applicable statutes, policies, and procedures. Except for this limited waiver of sovereign immunity relating to the enforcement of this

Agreement, neither party waives any other sovereign immunity or governmental immunity that it may have with regard to any claims by any third parties.

The undersigned execute this Agreement as duly authorized representatives of the respective Parties.

Date: 5-3-11

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS


By: Ken Harrington, Its: Chairman


Date: 6-17-11

BEAR CREEK TOWNSHIP


By: Dennis Keiser, Its: Supervisor

Date: 6/14/2011

RESORT TOWNSHIP


By: Robert Wheaton, Its: Supervisor

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Exhibit A

Trust Parcels within Bear Creek Township, gaming purposes

1. former Victories Casino (parcel currently used for overflow parking, signage, and snowmobile drop-off parking to support Odawa Casino Resort):

Situated in the Township of Bear Creek, County of Emmet, State of Michigan, containing 5 acres more or less, described as follows:

Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence North 01 degrees, 02'30" East 133.03 feet to a T-iron stake which is the Point of Beginning; thence West 425.07 feet to a T-iron stake; thence North 05 degrees 08'30" East 120.16 feet to a T-iron stake; thence North 03 degrees 06'30" East 408.43 feet to a T-iron stake; thence South 89 degrees 54'30" East 401.67 feet to a T-iron stake; thence South 01 degrees 02'30" West 526.91 feet to the Point of Beginning; being a part of the Southwest 1/4 of the Southwest 1/4 of said Section 7.

Tax ID 01-19-07-300-018

2. Odawa Hotel (formerly known as Victories Hotel): 1444 S. US Hwy 131, Petoskey, MI, 49770

In the Township of Bear Creek, Emmet County Michigan,

Commencing at a iron stake at the Southwest corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said section, North 89E40'00" East 1198.84 feet to an Emmet County marker on the West eighth line of said section, as monumented; thence along said West eighth line, North 00E45'53" East 1317.96 feet to the South eighth line of said section as established by T. Wilcoxon, P.E., in April of 1943; thence continuing along said West eighth line, North 00E45'00" East 1015.68 feet (recorded as North 1016 feet) to the South line of the Herbert Reycraft Property, as surveyed by T. Wilcoxon, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; thence continuing along said West eighth line, North 00E45'00" East (recorded as North) 314.35 feet to a

½" re-rod on the East and West quarter line of said section, as monumented; thence continuing along said West eighth line, North 00E33'18" East (recorded as North) 270.82 feet to the North line of said Reycraft Property; thence along the North line of said Reycraft Property, South 89E35'36" East (recorded as East) 33.00 feet to a ½" re-rod on the East line of Anderson Road; thence continuing along the last described course, North 89E35'36" East 415.21 feet (recorded as East 413 feet) to a ½" re-rod on the West line of Highway U.S.131; thence Southeasterly along a curve to the right 607.83 feet (radius of said curve is 6825.55 feet and the chord bears South15E11'53" East 607.62 feet) (recorded arc of 607.5 feet) to a ½" re-rod on the South line of said Reycraft property; thence along said South line, North 89E35'12" West 581.25 feet (recorded as West 583 feet) to a ½" re-rod on the West line of said Anderson Road; thence continuing along the last described course, North 89E35'12" West (recorded as West) 33.00 feet to the point of beginning, being a part of the Northeast quarter of the Southwest quarter and part of the Southeast quarter of the Northwest quarter, all in Section 7, Township 34 North, Range 5 West and containing 7.196 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway purposes.

Tax ID 01-19-07-150-017

Trust parcels within Bear Creek Township, Non-gaming purposes

1. 1345 US 31 N

Situated in Bear Creek Township, Emmet County, Michigan:

Sec 34 T35N R5W Com 64 ft S & 181, 5 ft W of NE cor of SW 1/4 of NE 1/4, th W 148.5 ft, S 151.7 ft, w'ly 50 ft, N 370.81 ft, E 150.05 ft, to a pt 9 rd N of POB, S 9 rd m/1 to POB.

Tax ID 01-16-34-100-013

2. 2169 US 31 N (Biindigen Store)

Township of Bear Creek, County of Emmet, State of Michigan, containing 1.2 acres, more or less:

Commencing at a 5/8" rod at the East 1/4 corner of Section 26, Township 35 North, Range 5 West; thence along the East and West 1/4 line of said Section, as monumented, North 88°12'53" West 1321.18 feet to a concrete monument on the East 1/8th line of said Section, as monumented; thence along said 1/8th line, North 01°35'07" East (recorded as North 01°29' East) 1018.26 feet to a concrete monument on the Southeasterly line of Highway U.S. 31 and being the Northwest

corner of Lot 158, HIAWATHA HEIGHTS, according to the plat thereof recorded in Liber 5 of Plats, Page 11, Emmet County Records; thence continuing along said 1/8th line, North 01°25'27" East 173.01 feet (recorded as North 01°29' East 174.5 feet) to a 1/2" rod on the Northwestern line of said highway and being the Southwest corner of Outlot 1 of said HIAWATHA HEIGHTS; thence along the Northwestern line of said highway, South 61°45'40" West 591.70 feet to a 1/2" re-rod, being the POINT OF BEGINNING of this description: thence North 28°14'20" West 220.00 feet to a 1/2" re-rod; thence South 61°45'40" West 223.92 feet to a 1/2" re-rod on the Northeasterly line of Barney Road; thence continuing South 61°45'40" West 33.73 feet to the centerline of said Barney Road; thence along said centerline South 40°12'28" East (recorded as South 38°52' East) 71.67 feet; thence continuing along said centerline, South 40°49'22" East 153.58 feet (recorded as South 39°33' East 153.76 feet) to said Northwestern line of said highway; thence along said highway line, North 61°45'40" East 33.81 feet a 1/2" re-rod on the Northeasterly line of said Barney Road; thence continuing along said highway line North 61°45'40" East 175.52 feet to the Point of Beginning, being a part of the West 1/2 of the Northeast 1/4 of said Section 26.

Tax ID 01-16-26-200-051

and

Township of Bear Creek, County of Emmet, State of Michigan, Michigan Meridian, containing 2.3 acres, more or less:

Commencing at a 5/8" rod at the East 1/4 corner of Section 26, Township 35 North, Range 5 West; thence along the East and West 1/4 line of said Section, as monumented, North 88°12'53" West 1321.18 feet to a concrete monument on the East 1/8th line of said Section, as monumented; thence along said 1/8th line, North 01°35'07" East (recorded as North 01°29' East) 1018.26 feet to a concrete monument on the Southeasterly line of Highway U.S. 31 and being the Northwest corner of Lot 158, HIAWATHA HEIGHTS, recorded in Liber 5 of Plats, Page 11, Emmet County Records; thence continuing along said 1/8th line, North 01°25'27" East 173.01 feet (recorded as North 01°29' East 174.5 feet) to a 1/2" rod on the Northwestern line of said highway and being the Southwest corner of Outlot 1 of said HIAWATHA HEIGHTS; thence along the Northwestern line of said highway, South 61°45'40" West 467.22 feet to a 1/2" re-rod; being the POINT OF BEGINNING of this description: thence continuing along the last described course, South 61°45'40" West 124.48 feet to a 1/2" re-rod; thence North 28°14'20" West 220.00 feet to a 1/2" re-rod; thence South 61°45'40" West 223.92 feet to a 1/2" re-rod on the Northeasterly line of Barney Road; thence continuing South 61°45'40" West 33.73 feet to the centerline of said Barney Road; thence along said centerline North 40°12'28" West (recorded as North 38°52' West) 192.03 feet; thence continuing along said centerline, North 49°03'22" West (recorded as North

47 48' West) 41.82 feet to the centerline of a 20 foot wide sanitary sewer easement; thence along the centerline of said sanitary sewer easement, North 67 09'55" East 36.79 feet to a ½" re-rod on the Northeasterly line of said Barney Road; thence continuing along the last described course, North 67 09'55" East 306.37 feet to the center of a manhole cover; thence continuing along the centerline of a 20 foot wide sanitary sewer easement, South 52 59'07" East 227.40 feet to a ½" re-rod; thence South 28 14'20" East 208.11 feet to the Point of Beginning, being a part of the West ½ of the Northeast 1/4 of said Section 26.

Tax ID 01-16-26-200-050

3. Lears Road extension parcel (site of LTBB Health Park):

Land situated in the Township of Bear Creek, County of Emmet, State of MI, Michigan Meridian, containing approximately 35 acres:

PARCEL 1: Part of the South 1/2 of the Southeast 1/4 of Section 7, Township 34 North, Range 5 West, Bear Creek Township, Emmet County, Michigan, described as: Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West, Emmet County, Michigan, thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet; thence North 01°07'09" East 542.21 feet; thence North 01°07'09" West 49.10 feet; thence 33.96 feet along the arc of a circular curve to the right, radius 564.00 feet, Delta 03°26'59", chord North 00°37'18" East 33.95 feet to the place of beginning; thence South 88°48'25" West 491.41 feet; thence North 00°08'05" East 651.39 feet; thence North 89°38'08" East 451.62 feet; thence South 35°26'39" East 180.50 feet; thence South 45°45'12" East 136.88 feet, thence 98.81 feet along the arc of a circular curve to the left, radius 273.97 feet, Delta 20°39'50", chord South 36°49'24" West 98.27 feet; thence South 26°29'28" West 105.20 feet, thence 237.83 feet along the arc of a circular curve to the left, radius 564.00 feet, Delta 24°09'37", chord South 14°24'31" West 236.07 feet to the Place of beginning.

PARCEL 2 (BUFFER AREA ADJACENT TO INDEPENDENCE VILLAGE): Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 1761.59 feet; thence North 00°01'30" West 343.33 feet to the Place of Beginning; thence continuing North 00°01'30" West 793.05 feet; thence North 88°53'00" East 842.69 feet; thence along the East line of said Section 7 and the centerline of Howard Road, North 00°01'17" West 51.01 feet; thence along the Southerly line of Hager Drive in the following 8 courses: South 89°58'43" West 106.47 feet, 95.93 feet along the arc of a circular curve to the right, radius 454.36 feet, delta 12°05'47", chord North 83°58'43" West 95.75 feet, 126.73 feet along the arc of a circular curve to the left, radius 320.14 feet, delta 22°40'52", chord North 89°15'46" West, 125.91 feet, 200.33 feet along the arc of a circular curve to the right, radius 687.72 feet, delta 18°21'22", chord South 88°34'19" West, 219.39 feet, 77.39 feet along the arc of a circular curve to the left, radius 366.96

feet, delta 12°05'01", chord North 88°17'41" West, 77.25 feet, South 85°40'02" West, 169.01 feet; 125.08 feet along the arc of a circular curve to the left, radius 166.99 feet, delta 42°54'59" chord South 64°12'35" West 122.17 feet and South 42°45'07" West 15.44 feet; thence North 88°53'00" East, 20.77 feet; thence South 00°01'30" East 792.10 feet; thence North 89°58'31" East 49.87 feet to the Point of Beginning.

PARCEL 3 (BUFFER AREA ADJACENT TO HEALTH PARK): Beginning at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet; thence along the Westerly line of Hager Drive in the following 2 courses: North 01°07'09" West 49.10 feet and 33.96 feet along the arc of a circular curve to the left, radius 564.00 feet, delta 03°26'59", chord North 00°37'18" East 33.95 feet; thence South 88°48'25" West 491.41 feet; thence North 00°08'05" East 651.39 feet; thence South 89°38'08" West 50.00 feet; thence along the North and South 1/4 line of said Section 7, South 00°08'05" West 735.17 feet to the Place of Beginning; being a part of the South 1/2 of the Southeast 1/4 of said Section 7 (Also known as Parcel B)

PARCEL 4 (REMAINDER PARCEL NORTH OF HAGER DRIVE): Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the North and South 1/4 line of said Section 7, North 00°08'05" East 735.17 feet to the Place of Beginning; thence North 89°38'08" East 50.00 feet; thence along the boundary of the former HEALTH PARK MEDICAL OFFICE CONDOMINIUM, according to the Master Deed recorded in Liber 630, Pages 586 through 624, inclusive, Emmet County Records and designated as Emmet County Condominium Subdivision Plan No. 176, (said condominium having been terminated by the instrument recorded in Liber 1098, Page 610, Emmet County Records) in the following 5 courses: North 89°38'08" East 146.80 feet, North 00°08'05" East 50.00 feet, North 89°38'08" East 269.27 feet, South 35°26'39" East 241.59 feet and South 45°45'12" East 136.88 feet; thence along the Northerly line of Hager Drive in the following 15 courses: 96.94 feet along the arc of a circular curve to the right, radius 273.97 feet, delta 20°16'23", chord North 57°17'32" East 96.43 feet, North 67°25'42" East 87.35 feet, 152.97 feet along the arc of a circular curve to the left, radius 208.00 feet, delta 42°08'18", chord North 46°21'35" East 149.55 feet, North 25°17'23" East 314.10 feet, 313.12 feet along the arc of a circular curve to the right, radius 274.00 feet, delta 65°28'31", chord North 58°01'39" East 296.35 feet, South 89°14'07" East 95.40 feet, 174.28 feet along the arc of a circular curve to the left, radius of 207.98 feet, delta 48°00'45", chord North 66°45'28" East 169.23 feet, North 42°45'07" East 58.24 feet along the arc of a circular curve to the right, radius 232.99 feet, delta 42°54'59", chord North 64°12'35" East 174.62 feet, North 85°40'02" East 169.01 feet, 91.31 feet along the arc of a circular curve to the right, radius 432.96 feet, delta 12°05'01", chord South 88°17'41" East 91.14 feet, 199.18 feet along the arc of a circular curve to the left, radius 621.72 feet, delta 18°21'22", chord North 88°34'19" East 198.33 feet, 152.86 feet along the arc of a circular curve to the right, radius 386.14 feet, delta 22°40'52", chord South 89°15'46" East 151.86 feet, 81.99 feet along the arc of a circular curve to the left, radius 388.36 feet, delta 12°05'47", chord South 83°58'43" East 81.84 feet, and North 89°58'43" East 106.47 feet; thence along the East line of said Section 7 and the centerline of Howard Road, North 00°01'17" West 58.09 feet; thence along the North line of the South 1/2 of the Southeast 1/4 of said Section 7, as monumented, South 88°53'16" West 2600.56

feet; thence along the North and South 1/4 line of said Section 7, South 00°08'05" West 584.95 feet to the Place of Beginning; being part of the South 1/2 of the Southeast 1/4 of said Section 7.

PARCEL 5: Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet to the Place of Beginning; thence North 01°07'09" West 49.10 feet; thence 271.78 feet along the arc of a circular curve to the right, radius 564.00 feet, delta 27°36'36", chord North 12°41'10" East, 269.17 feet; thence North 26°29'28" East, 105.20 feet; thence 195.75 feet along the arc of a circular curve to the right, radius 272.97 feet, delta 40°56'13", chord North 46°57'37" East 191.61 feet; thence North 67°25'42" East 87.35 feet; thence 152.97 feet along the arc of a circular curve to the left, radius 208.00 feet, delta 42°08'18", chord North 46°21'35" East, 149.55 feet; thence North 25°17'23" East 314.10 feet; thence 313.12 feet along the arc of a circular curve to the right, radius 274.00 feet, delta 65°28'31", chord North 58°01'39" East 296.35 feet; thence South 89°14'07" East 95.40 feet; thence 174.28 feet along the arc of a circular curve to the left, radius 207.98 feet, delta 48°00'45", chord North 66°45'28" East 169.23 feet; thence North 42°45'07" East 58.24 feet; thence 174.52 feet along the arc of a circular curve to the right, radius 232.99 feet, delta 42°54'59", chord North 64°12'35" East, 170.46 feet; thence North 85°40'02" East, 169.01 feet; thence 91.31 feet along the arc of a circular curve to the right, radius 432.96 feet, delta 12°05'01", chord South 88°17'41" East, 91.14 feet; thence 199.18 feet along the arc of a circular curve to the left, radius 621.72 feet, delta 18°21'22", chord North 88°34'19" East 198.33 feet; thence 152.86 feet along the arc of a circular curve to the right, radius 386.14 feet, delta 22°40'52", chord South 89°15'46" East, 151.86 feet; thence 81.99 feet along the arc of a circular curve to the left, radius 388.36 feet, delta 12°05'47", chord South 83°58'43" East 81.84 feet; thence North 89°58'43" East, 106.47 feet; thence along the East line of said Section 7 and the centerline of Howard Road, South 00°01'17" East, 66.00 feet; thence South 89°58'43" West 106.47 feet; thence 95.93 feet along the arc of a circular curve to the right, radius 454.36 feet, delta 12°05'47", chord North 83°58'43" West, 95.75 feet; thence 126.73 feet along the arc of a circular curve to the left, radius 320.14 feet, delta 22°40'52", chord North 89°15'46" West, 125.91 feet; thence 220.33 feet along the arc of a circular curve to the right, radius 687.72 feet, delta 18°21'22", chord South 88°34'19" West, 219.39 feet; thence 77.39 feet along the arc of a circular curve to the left, radius 366.96 feet, delta 12°05'01", chord North 88°17'41" West 77.25 feet; thence South 85°40'02" West 169.01 feet; thence 125.08 feet along the arc of a circular curve to the left, radius 166.99 feet, delta 42°54'59", chord South 64°12'35" West 122.17 feet; thence South 42°45'07" West, 58.24 feet; thence 229.59 feet along the arc of a circular curve to the right, radius 273.98 feet, delta 48°00'45", chord South 66°45'28" West, 222.93 feet; thence North 89°14'07" West 95.40 feet; thence 237.69 feet along the arc of a circular curve to the left, radius 208.00 feet, delta 65°28'31", chord South 58°01'39" West, 224.97 feet; thence South 25°17'23" West 314.10 feet; thence 201.51 feet along the arc of a circular curve to the right, radius 274.00 feet, delta 42°08'18", chord South 46°21'35" West, 197.01 feet; thence South 67°25'42" West, 87.35 feet; thence 148.59 feet along the arc of a circular curve to the left, radius 207.97 feet, delta 40°56'13", chord South 46°57'37" West, 145.45 feet; thence South 26°29'28" West, 105.20 feet; thence 239.98 feet along the arc of a circular curve to the left, radius 498.00 feet, delta 27°36'36", chord South 12°41'10" West 237.67 feet; thence South 01°07'09" East,

49.02 feet; thence along the South line of said Section 7 and the centerline of Lears Road, South 88°48'25" West, 66.00 feet to the Place of Beginning; being a part of the South 1/2 of the Southeast 1/4 of said Section 7.

Tax ID: 01-19-07-400-034; 01-19-07-400-031

Fee Parcels within Bear Creek Township

1. former Victories lower parking lot and part of Lears Rd:

S 133 FT OF SE 1/4 OF SW FRL 1/4 EXC HWY R-O-W, L272 P919-920. SECTION 7, T34N, R5W.

Tax ID 01-19-07-300-020

2. Small parcel on Lears just before Odawa Casino Resort:

COM AT SW COR OF SEC, TH N 198.08 FT, E 1002.43 FT TO POB, TH CONT E 193.11 FT TO C/L OF ANDERSON RD, TH S 115.72 FT, W 45.17 FT, TH 173.36 FT ALG ARC OF 1525.13 FT RAD CIR CURVE R, CHD N87°40'11"W 173.27 FT, TH N 13°27'14"E 109.29 FT TO POB, EXC RD ROW, .44 AC M/L. SECTION 7, T34N, R5W. SPLIT ON 10/05/2005 FROM 01-19-07-300-019

Tax ID 01-19-07-300-045

Trust Parcels within Resort Township, gaming purposes

1. Odawa Casino Resort site:

Situated in Resort Township, Emmet County, Michigan:

The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 34 North, Range 6 West.

Tax ID 13-18-12-400-006

and

Situated in the Township of Resort, County of Emmet, State of Michigan:

The Northeast 1/4 of the Southeast 1/4 and the South one-half of the Northwest 1/4 of the Southeast 1/4, all in Section 12, Township 34 North, Range 6 West, **EXCEPT:** Commencing at the East 1/4 corner of Section 12, Township 34 North, Range 6 West, Resort Township, Emmet County, Michigan, thence South along the East line of said Section 12, for a distance of 427.29 feet; thence West 33.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road,

which is the point of beginning; thence West 217.00 feet to a concrete monument; thence South 160.00 feet to a concrete monument; thence East 217.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road; thence North 160.00 feet to the point of beginning.

Tax ID 13-18-12-400-002